

From: John Zimmerman
To: Suzanne Roach
Date: 10/23/03 3:37PM
Subject: Fwd: Abandoned Railroad Structure

Suzanne:

I believe this needs the "2nd" opinion of Legal. Jesse and I discussed this yesterday before this message came in from Traffic Ops. My opinion, for what it may not be worth!!, is that if this overpass structure (holding up the tracks above our underpass) is located within the railroad ROW, and all the State had was the typical railroad license (crossing) agreement, that the railroad probably owns the superstructure, even though the State may have paid to have it constructed, or even constructed it (unless the railroad license agreement actually provides that it is owned by TXDOT, which I doubt).

I don't believe there is a problem with the railroad turning this over to the City of Houston, however, if the railroad is going to be abandoned, and if the railroad actually owns fee title to its railroad ROW at this location, should we not request that the railroad and city of Houston get together as part of the sale, and somehow also provide the State with some type of ownership interest in the roadway ROW where it passes under the railroad bridge superstructure (even if just an easement), but providing that the City is responsible for all maintenance of the superstructure over the roadway?

J.B.Z.

>>> Sher Neely 10/23/03 10:40AM >>>

Good Morning,

We received a telephone call from Union Pacific Railroad Co. yesterday regarding an abandoned track that the City of Houston wishes to purchase for use as a Hike and Bike Trail.

TxDOT entered into an agreement with the railroad in 1962 for this highway underpass. License and permission was granted, no at-grade crossing was eliminated with this project; therefore the railroad was not required to participate with 5% of the cost.

Under terms of the agreement the railroad is responsible for maintenance of the superstructure; transferable to the new owner of the railroad ROW.

UPRR would like to know if they can sell the actual structure to the City of Houston, or, is the actual structure owned by TxDOT.

Please let know your opinion on this matter at your earliest convenience. We are also looking into addressing this in all future agreements.

Sher Neely
Program Specialist
Traffic Operations Railroad Section
Telephone (512) 416-3208
Fax (512) 416-3349
sneely@dot.state.tx.us

CC: Jesse Cooper; Sher Neely

From: Steve Calles
To: Carol Letz
Date: 10/23/03 4:52PM
Subject: Fwd: Abandoned Railroad Structure

Hello Carol:
Could you please see the attached E-mail.

I am not sure if you are familiar with the background of the subject rail crossing, but in 1997 Satish Malholtra (HB&T) approached TxDOT and indicated they wanted to give up this bridge and its right of way. I was going through my files and located an E-mail from Stuart Corder dated February 13, 1997. In the E-mail, Stuart Corder spoke to Jim Pierce and discussed the land underlying the existing bridge structure and the importance of deeding the property over to TxDOT. Stuart said he would get with the mapping section to define the boundaries of the property. But after this I have no earthly idea what transpired. The UPRR who took over HB&T now wants to sell the property to the City for its proposed bike trails.

Do you think TxDOT ever deeded the property from HB&T. I spoke to Stuart Corder, and he does not recall.

If you get a minute, could you call me to discuss.

CC: Mark Patterson; Sher Neely; Stuart Corder

From: Stuart Corder
To: HOUHQ1.SCALLES
Date: 2/13/97 10:56am
Subject: HBT Railroad Overpass at SH 288

I spoke with Jim Pierce following our meeting and he raised the important point about the land underlying the existing bridge belonging to the railroad. We should make sure that within the SH 288 limits, the railroad deeds that property to us. I am getting our mapping section to define the boundaries of this property.

Once we have that property description, I will get you a copy, and we can work together to make this transaction.

CC: HOUHQ1.ECARDIN, HOUHQ1.MPATTER, DMALER

From: Mark Patterson
To: TNEWTON
Date: 2/5/97 10:23am
Subject: HB&T Railroad Bridge At SH 288

We would like to set up a meeting to discuss transferring the HB&T railroad bridge across SH 288 at Dixie St. to the City of Houston for use in their Columbia Tap hike and bike enhancement project. We will need to initiate agreements with both the railroad and the City.

We have set a tentative meeting date of February 12, 1997 at 10:00 A.M. in the 2nd Floor conference room. Please advise if this date is acceptable.

CC: ECARDIN, SCALLES

COLUMBIA TAP TRAILS 73 TRAILS

From: Tim Newton
To: GJOHNSO, MPATTER
Date: 1/16/97 7:33pm
Subject: Houston Belt & Terminal Railroad Bridge across SH 288 -Reply

Mark

Thanks for the information. This will work fine for TxDOT as long as the City of Houston will take over maintenance of the SH288 bridge. When this project gets assigned to CCA (if it is not already), please handle the RR issues or have the consultant do this as part of their scope. The way I see it now is that we need one agreement with the RR to abandon their interest in the bridge. Another agreement would be needed with COH where they agree to maintain it and to remove it at their cost if they ever decide to abandon their interest in the bridge. Of course we will need to involve ROW as the project progresses.

Pat and Steve

Please supply Mark with copies of the current RR agreement and the correspondence received to date regarding the abandonment.

Thanks
Tim

CC: SCALES, PHENRY

From: Mark Patterson
To: GJOHNSO
Date: 1/16/97 1:46pm
Subject: Houston Belt & Terminal Railroad Bridge across SH 288

Gabe,

I made a mistake yesterday when I discussed the disposal of this bridge with you and Tim Newton. I called the bikeway program manager Kevin St. Jacques with Wilbur Smith and Associates who informed me that the entire railway corridor from south of the bridge across SH 288 north to Polk St. in downtown Houston is part of the Columbia Tap rails to trails project. This project is one of the ten new enhancement projects which recently received ISTEAF funding. Part of the project scope includes renovating the bridge across SH 288. Based on this information it is evident that the City of Houston would love for us to give them the bridge. This would relieve us of the cost of dismantling the bridge.

I apologize for the mix up. I had not had a chance to review the scope of work for the Columbia Tap project. Please let me know if you need any further information regarding this project. I have a copy of the City of Houston's nomination package which describes the project in detail.

MARK P.

CC: TNEWTON, SCALLES



MEMORANDUM

TO: Tim C. Newton, P.E.

FROM: C. P. Henry, P.E.

SUBJECT: Harris County
Project
Control 098-01
SH 288 (Near Dixie Street)

DATE: January 9, 1997

Originating Office
Houston District
TCN-RR

As per your request and information attached is the existing March 1971, railroad agreement for the subject location. Prior to the bridge construction the HB&T had an at grade crossing condition. TxDOT created the necessity for a bridge structure due to the need for an under pass structure. The railroad no longer requires this structure and they are returning it back to the state.

If further information is needed, please contact Mr. Steve J. Calles at (713) 802-5631.


Design Support Engineer P.E.

*Files,
Tim will check with
GYS to see if we want to
offer to the city. If not or
they do not want it then
prepare agreement & project
to remove the bridge.
UPK
1/15/97*

TCN/SC
Attachments
cc: file

*PAT
PLS
DISCUSS
Tim
1/9*

From: Tim Newton
To: GJOHNSO, MPATTER
Date: 1/16/97 7:33pm
Subject: Houston Belt & Terminal Railroad Bridge across SH 288 -Reply

Mark

Thanks for the information. This will work fine for TxDOT as long as the City of Houston will take over maintenance of the SH288 bridge. When this project gets assigned to CCA (if it is not already), please handle the RR issues or have the consultant do this as part of their scope. The way I see it now is that we need one agreement with the RR to abandon their interest in the bridge. Another agreement would be needed with COH where they agree to maintain it and to remove it at their cost if they ever decide to abandon their interest in the bridge. Of course we will need to involve ROW as the project progresses.

Pat and Steve

Please supply Mark with copies of the current RR agreement and the correspondence received to date regarding the abandonment.

Thanks

Tim

CC: SCALLES, PHENRY

From: Stuart Corder (for FSW) (Stuart Corder)
To: HOUHQ1.TNEWTON, JSALINA, HOUHQ1.SCALLES
Date: 12/10/96 3:00pm
Subject: HB & T Railroad Bridge on SH 288

We have reviewed a copy of the 12/2/96 letter from HB & T Railway (Mr. J.B. Mathis) which discusses the proposed plans of the railroad to abandon the railroad bridge located north of US 90A.

We do not object to this abandonment, and do not offer any preferences for disposition or use for this structure.

CC: FWILLIS, JPIERCE



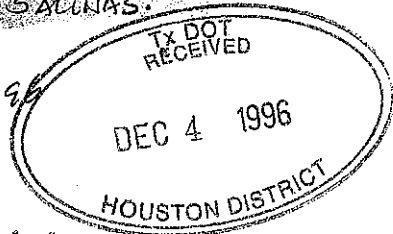
J. B. Mathis
General Manager

M.R. NEWTON
MR. CALLES

December 2, 1996

cc. Handle with MS. WILLISON
MR. SALINAS.

12/4/96



Mr. Gabriel Y. Johnson, P.E.
Director Transportation Planning
& Development, Houston District
Texas Department of Transportation
P. O. Box 1386
Houston, TX 77251-1386

Steve
PUB DISCUSS
CAN WE GET LC
OF ACTION FROM
THE BOARD
TUN 12/5

Re: Discontinue use of State Highway 288 underpass located at the Columbia Tap
Branch Line Track at Highway Station 138+36.05 (Railroad Station 28+71.77) in
Houston, Harris County, Texas

Dear Mr. Johnson:

Please refer to your recent telephone conversation with Messrs. Satish Malhotra and John Pruetz in which they advised you of Missouri Pacific Railroad Company's and Houston Belt & Terminal Railway Company's plans to abandon and discontinue its operation over a 0.52 mile portion of its Columbia Tap Branch rail line at Houston. This segment of line abandonment extends southerly from the present end of the line (approximately 1100 feet north of the State Highway 288 underpass) southerly to the north line of Holcombe Boulevard as shown on the attached print. The railroads have filed before the Surface Transportation Board for this abandonment and discontinued operations exemption under Docket #AB-3 (Sub-No. 139X) and Docket No. AB-423 (Sub-No. 1X).

Grocers Supply Company is the only rail customer on this portion of the line and has requested the railroads abandon this section of line in order that Grocers Supply might purchase the right of way from the State Highway 288 underpass south to Holcombe Boulevard in order to accommodate their warehouse expansion. This information is described in detail in Grocers Supply's letter of October 16, 1996, a copy of which is attached.

The City of Houston is presently negotiating with the railroads to acquire the right of way from the south side of State Highway 288 underpass northward for a possible bike and hike trail usage. It is my understanding that you may have already been contacted by the City of Houston in regard its use of the State Highway 288 bridge. As mentioned in the above-mentioned telephone conversation, upon the approval of the Abandonment Exemption by the Surface

TUN 12/5
JWK
12/6/96

64J

Mr. Gabriel Y. Johnson, P.E.

December 2, 1996

Page 2

Transportation Board and the sale of the right of way, the railroads will have no further interest in the State Highway 288 bridge, and the State shall be free to utilize or dispose of said bridge as it sees fit with the understanding that the railroads will have no further expense in connection with the bridge.

Please advise if you need any additional information in regard to the relinquishing of the railroads' interest in the State Highway 288 bridge.

Yours very truly,

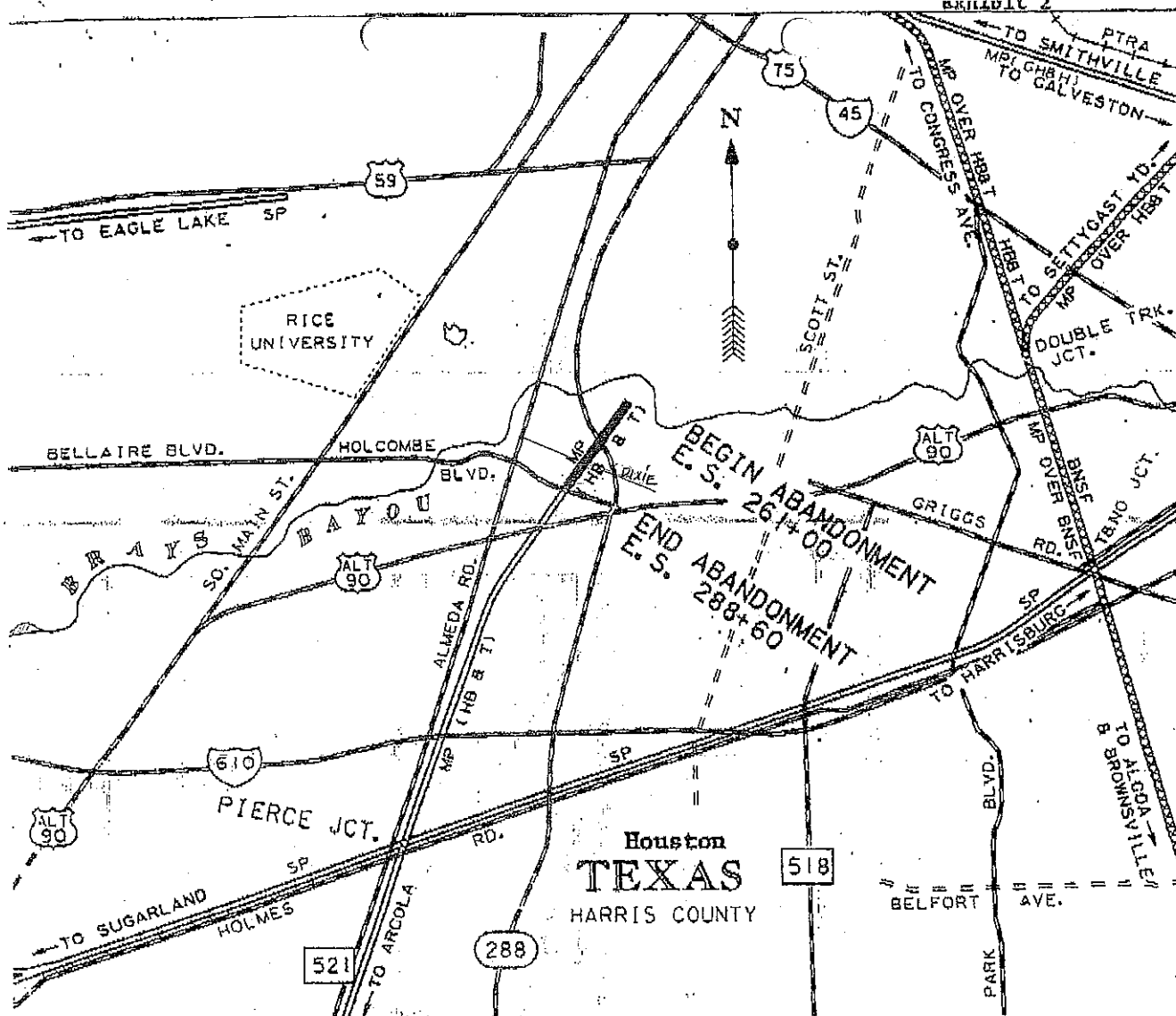


J. B. Mathis

JBW:cp

Enclosure

cc: Mr. R. E. Jackson, Union Pacific Railroad
Mr. Satish C. Malhotra
Mr. John C. Pruetz



NOTE: THERE ARE NO STRUCTURES
OVER 50 YEARS OLD ON
THIS ABANDONMENT

COLUMBIA TAP BRANCH

E.S. 261+00 TO E.S. 288+60
COLUMBIA TAP BRANCH & TOTAL OF 0.52 MILES
IN HARRIS COUNTY, TEXAS

LEGEND

- MP RR LINES TO BE ABANDONED
- MP TRACKAGE RIGHTS OVER OTHER RR
- OTHER MP/SPRR LINES
- OTHER RAILROADS
- 50+ YEAR OLD STRUCTURES
- PRINCIPAL HIGHWAYS
- OTHER ROADS

MISSOURI PACIFIC RAILROAD CO.
HOUSTON BELT & TERMINAL R.WY. CO.

COLUMBIA TAP BRANCH
INCL. 50+ YEAR OLD STRUCTURES

SCALE MILES

060157
REVISED 10/4/96-B

**GROCERS SUPPLY Company Inc.**

PHONE 747-8000 • 3131 E. HOLCOMBE BLVD. • P.O. BOX 14200 • HOUSTON, TEXAS 77221-4200

WHOLESALE GROCERS

October 16, 1996

Mr. Vernon Williams
Secretary
Surface Transportation Board
12th & Constitution Ave., NW
Room 1324
Washington, DC 20423

RE: Docket No. AB-3 (Sub-No. 139X)
Missouri Pacific Railroad Company -- Abandonment
Exemption -- in Houston, Harris County, Texas
(Portion of Columbia Tap Branch)

Docket No. AB-423 (Sub-No. 1X)
Houston Belt & Terminal Railway Company -- Discontinue
Operations Exemption -- in Houston, Harris County, Texas
(Portion of Columbia Tap Branch)

Dear Mr. Williams:

This letter is written on behalf of THE GROCERS SUPPLY CO., INC. (Grocers Supply) in strong support of the petition for exemption which has been filed in the referenced proceeding requesting authority for abandonment of a portion of the Columbia Tap Branch. Grocers Supply also requests the Surface Transportation Board to expedite action on the petition for exemption in order that the right-of-way which underlies the track structure may be conveyed by Missouri Pacific Railroad Company to Grocers Supply as promptly as possible but no later than December 31, 1996.

Grocers Supply is the only shipper being served by the portion of the Columbia Tap Branch involved in this proceeding, and is the only shipper which will be affected by the proposed abandonment. Grocers Supply requires the right-of-way which underlies the trackage proposed for abandonment for expansion of Grocers Supply's main warehouse which presently is located adjacent to the trackage proposed for abandonment. This expansion is necessary to facilitate a much needed and urgent expansion of our main food distribution warehouse on the right-of-way underlying the trackage proposed for abandonment thereby providing for a consolidation of our warehouse functions under one roof.

Surface Transportation Board
October 16, 1996
Page 2

In addition to Grocers Supply's unequivocal support for the abandonment, we also request that the Surface Transportation Board expedite action on the Railroads' petition for exemption, in order that the track structure may be abandoned and the underlying right-of-way conveyed to Grocers Supply as early as possible but no later than December 31, 1996. The reason we need the expedited action is that Grocers Supply's existing satellite warehouse lease expires on March 31, 1998 and it will take at least fifteen months (from January 1, 1997 through March 31, 1998) to complete all of the steps necessary to consolidate our warehouse facilities. These steps include the regulatory process of re-plating the subject land which cannot be commenced prior to our acquisition of the property, the preparation of construction plans and specifications, obtaining financing necessary for the project at currently favorable rates, applying for and obtain all required building permits, entering into construction contracts, completing the construction of the warehouse building, installing warehouse racking, and finally transferring all inventory then located at the satellite warehouse to the new warehouse, all of which must be completed prior to the termination of our satellite warehouse lease agreement on March 31, 1998.

The Board's assistance in expediting a favorable decision will be greatly appreciated and will be of substantial assistance in permitting the necessary expansion of Grocers Supply's warehouse operations.

Please feel free to contact me at (713) 749-9388 if the Board has any questions regarding this matter.

Sincerely,

THE GROCERS SUPPLY CO., INC.

Dann C. Narveson

Real Estate Development Manager



COMMISSION

DEWITT C. GREER, CHAIRMAN
HERBERT C. PETRY, JR.
CHARLES E. SIMONS

TEXAS HIGHWAY DEPARTMENT

AUSTIN, TEXAS 78701

STATE HIGHWAY ENGINEER
J. C. DINGWALL

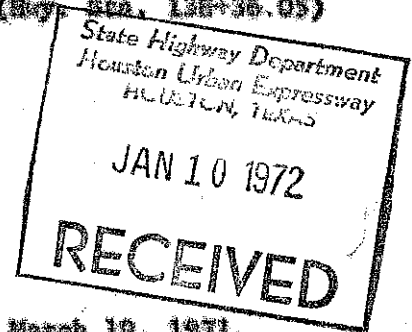
January 7, 1972

Harris County
Control 308-1
State Highway 288

IN REPLY REFER TO
FILE NO. D-52A
Your file: 670.109

Proposed Houston Belt & Terminal Railway Company - Missouri Pacific Railroad
Company underpass near Dins Street in Houston, Texas (Map No. 13E+36.05)

Mr. L. J. Held, Chief Engineer
Houston Belt & Terminal Railway Company
Union Station Building
Houston, Texas 77002



Dear Sir:

Reference is made to Mr. L. T. Franzen's letter dated March 19, 1971, transmitting State-Railroad agreements relative to the above identified underpass project. Enclosed is your Company's "Original Copy" of the agreement dated March 29, 1971, and three additional copies of the agreement.

Please furnish this office three additional full scale scaled prints showing the rearrangement of tracks for State Highway 288 underpass.

Copies of Exhibit "B" referred to in the agreement will be submitted for your approval after the project is let and a contract is awarded.

- | | |
|--|---|
| <input type="checkbox"/> McClure | <input type="checkbox"/> Advise |
| <input type="checkbox"/> Venable | <input type="checkbox"/> Comment |
| <input checked="" type="checkbox"/> Ward | <input type="checkbox"/> Discuss |
| <input type="checkbox"/> Sork | <input checked="" type="checkbox"/> Handle |
| <input type="checkbox"/> Barthelot | <input type="checkbox"/> Prepare Answer |
| <input type="checkbox"/> Sankey | <input type="checkbox"/> Your Signature |
| <input type="checkbox"/> Accounting | <input type="checkbox"/> My Signature |
| | <input type="checkbox"/> Return |
| | <input type="checkbox"/> For Your Information |
| | <input type="checkbox"/> No Distribution |

Sincerely yours

J. C. Dingwall
State Highway Engineer

By: *Wayne Hennelberger*
Wayne Hennelberger
Bridge Engineer

☒ Circulate
After
Enclosures

cc: Mr. L. T. Franzen, Chief Engineer
Missouri Pacific Railroad Company
210 N. 13th Street
St. Louis, Missouri 63103

Enclosed is your Company's "Original Copy" of the fully executed agreement, dated March 29, 1971, and twelve additional copies as requested.

cc: Mr. G. M. Holzmann

NOTE: Blind notes to Houston Urban Office and D-3 on next page

cc - Agreement to L...

~~to~~ bcc: Houston Urban Office - Attached are two copies of the above mentioned agreement and two copies of the detailed estimate of cost.

bcc: D-3 - Attached is a copy of the above mentioned agreement and a copy of the detailed estimate of cost.

STATE OF TEXAS

COUNTY OF TRAVIS

THIS AGREEMENT, made this 29th day of March, 19 71, by and between the State of Texas, hereinafter called the "State", Party of the First Part, and the Houston Belt & Terminal Railway Company and the Missouri Pacific Railroad Company, corporations, hereinafter collectively called the "railroad company" or "company", Party of the Second Part, acting by and through their duly authorized contracting officers.

W I T N E S S E T H

WHEREAS, State Highway 288 crosses the line of the railroad company at Highway Station 138+36.05 (Railroad Station 28+71.77) in south Houston, Harris County, Texas, and the State proposes to separate the grades of the railroad and highway by the construction of an underpass under the railroad company's track as shown on print, marked Exhibit "A", attached hereto and made a part hereof.

A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The railroad company hereby grants to the State license and permission for the construction and use of the aforesaid underpass and highway across its property and under its track or tracks at the intersection of the railroad and highway as shown on Exhibit "A".

2. Upon notice from the State, the railroad company will, unless otherwise agreed upon in writing, prepare plans based upon specifications, to be furnished by the State to and approved by the Chief Engineer of the railroad company, for the proposed underpass structure. Plans and specifications, after having been approved in writing by the Bridge Engineer of the Texas Highway Department and the Chief Engineer of the railroad company, are hereby adopted as plans and specifications covering the construction of said underpass and when so approved, shall be attached hereto and marked Exhibit "B" and made a part hereof. No changes in these plans and specifications are to be made without the written approval of such changes by the Bridge Engineer of the Texas Highway Department and the Chief Engineer of the railroad company. It is understood that an adequate foundation for said structure is essential and to secure such

foundation the base shall, if so requested by the railroad company's Chief Engineer and approved by the Bridge Engineer of the Texas Highway Department, be widened, deepened, or both. Such foundation piling, if any, as may be deemed necessary by the Chief Engineer of the railroad company, shall be installed to provide satisfactory stability as provided by approved plans and specifications.

3. Cost of preliminary engineering ineligible for reimbursement with Federal funds due to being incurred prior to date of program approval will be reimbursed with State funds if incurred after the State's request for preparation of plans and estimate.

4. The railroad company, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal, pole and wire lines, pipe sewer and drainage or other facilities or buildings located upon the railroad company's right-of-way, which may be displaced or required by the construction of the project, as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during or following construction of said work, all of which, as far as known to the railroad company, shall be shown on the said plans. The railroad company shall prepare plans and estimates subject to approval by the State, for the adjustment of such facilities. Such plans and estimates shall be attached hereto and made a part of Exhibit "B". Any known work to be done, not shown on the plans and in the estimate will not be paid for.

5. The railroad company shall commence the work to be done by it herein within thirty (30) days after receipt of written notice from the State that the work may proceed and shall proceed diligently to the conclusion of its obligations herein. Reimbursement will not be made for work undertaken by the railroad company which is performed at the site of the project prior to the issuance of such work order by the State. This does not apply to the assembly at the railroad stores or loading points of materials which might be used on the project. Such assembly may be undertaken sufficiently in advance to assure prompt delivery but reimbursement for any materials or handling charges will be contingent upon the issuance of a work order by the State to the railroad company.

6. Reimbursement to the railroad company will be made for work performed and materials furnished, including, but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached, in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 issued by the United States Bureau of Public Roads on October 15, 1966, and amendments thereto except as modified by the provisions herein.

7. Railroad and utility company bills.

a. In the event that the railroad company desires, it may submit monthly bills prepared in satisfactory form for work performed in compliance with this agreement. Upon receipt of said monthly bills, the State will make a payment to the railroad company. The amount of such payment may be up to 90% of the cost of the work performed and as covered by said bill. Subsequent to the final audit the State will make final payment to the railroad company for work performed and materials furnished in accordance with this agreement and approved plans and specifications and approved changes thereof.

b. In the event that the railroad company does not desire monthly payments, then upon satisfactory completion of the work performed by the railroad company under this agreement and receipt of a statement in proper form,

the State shall make payment to the railroad company. The amount of said payment may be up to 90% of the cost of such work. Subsequent to the audit the State will make final payment to the railroad company for work performed and materials furnished in accordance with this agreement and approved plans and specifications and approved changes thereof.

8. The State expects to be reimbursed for its expenditures hereunder from funds provided by the United States Government. Such reimbursement can only be obtained by the State by compliance with the statutes, rules and regulations from time to time enacted and promulgated by the United States Government and its Bureau of Public Roads. In case such statutes, rules or regulations shall hereafter be altered or amended in such manner as to affect the State's right to such reimbursement or funds from which this construction is proposed are not available, the State reserves the right to cancel this agreement at any time prior to the actual letting of a contract by the State hereunder.

9. In the event that construction is not undertaken, or in the absence of a work order being issued by the State to the railroad company, the State will not be responsible for any expenses incident to any cost incurred in connection with any provision of this contract.

10. It is agreed that should the property licensed hereunder or any portion thereof cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

11. The State shall furnish materials for and perform the work to be done by it hereunder in accordance with approved plans and specifications referred to in paragraph 2 hereof.

12. Upon completion of the underpass project, the State shall maintain or arrange for the maintenance of the substructure units of the underpass, consisting of the piers, abutments and wingwalls, excluding any existing timber substructure of approach spans, and shall maintain or arrange for the maintenance of the highway roadway, walks and drainage across the railroad company's right of way. The railroad company at its expense, shall maintain the super-structure units of the underpass, including the beams, shoes, deck, waterproofing, any existing timber substructure of approach spans, track and all railroad facilities, except that the State will assume the repair costs on damage to beams and deck caused by highway traffic. In the event of damage to beams and/or deck by highway traffic, the extent and method of repair shall be agreed upon by the State and railroad company. In the future maintenance painting of the structural steel, the railroad company shall retain the original aluminum color and keep the underpass structure free of all advertising matter or insignia, except such identification lettering as may be approved by the State.

13. The State assumes the entire responsibility for the construction, maintenance, and use of said highway upon the railroad company's property at the location herein described; and nothing contained herein shall ever be construed to place upon the railroad company any manner of liability for injury to or death of persons, or for damage to or loss of property, arising from, or in any manner connected with the construction, maintenance, or use of the portion of said highway located upon the railroad company's said property.

14. The license, granted hereby, shall not prevent, in any way, the railroad company from operating its trains, multiplying or changing its tracks or other structures across the land over which license has been granted, or over the underpass contemplated hereby, provided such change or multiplication shall not affect, in any way, the safety of the highway or restrict highway clearances contemplated under this construction.

15. The contract or contracts to be let by the State for the construction of the work to be undertaken by it hereunder shall provide:

A. Standard Manufacturer's and Contractor's Liability Insurance. The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations he performs, he carries regular Contractors' Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of one million dollars (\$1,000,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of one million dollars (\$1,000,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractors' Protective Liability Insurance. The Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractors' Protective Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of bodily injuries to/or death of one person, and subject to that limit for each person, a total limit of one million dollars (\$1,000,000.00) for all damages arising out of bodily injuries to/or death of two or more persons in any one accident, and Protective Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars (\$500,000.00) for all damages arising out of injury to/or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of one million dollars (\$1,000,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

C. Railroads' Protective Liability and Property Damage and Physical Damage to Property Insurance. In addition to the above, the Contractor shall furnish evidence to the Texas Highway Department that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the railroad company the Standard Railroad Protective Liability Policy, with coverage as outlined in General Casualty Bulletin No. 258, dated July 9, 1958, issued by the State Board

of Insurance of Texas, providing for Bodily Injury Liability a limit of not less than five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence and for Property Damage a limit of not less than five hundred thousand dollars (\$500,000.00) for each occurrence and one million dollars (\$1,000,000.00) aggregate during the policy period.

D. General. The insurance, as specified in paragraphs A. and B. above, shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Texas Highway Department.

The insurance, as specified in paragraph C. above, shall be carried until all work to be performed on the railroad right of way has been completed and the temporary grade crossing, if any, is no longer used by the Contractor

16. Compliance with Title VI of The Civil Rights Act of 1964.

During the performance of this contract, the Railroad Company, (referred to as the "contractor" in the following paragraphs numbered 1 through 6) for itself, its assignees and successors in interest, agrees to comply with the following six paragraphs except in those instances where work undertaken under this agreement is performed by its own forces.

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required

of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. In accordance with the provisions of Policy and Procedure Memorandum No. 21-10, issued by the Bureau of Public Roads, October 3, 1958, this project has been determined to conform to Class 4, "Existing Railroad Crossed by New Highway". Under this classification no benefits shall be construed as accruing to the railroad company and no contribution by the railroad company will be required.

HOUSTON BELT & TERMINAL RAILWAY COMPANY

By: [Signature]
(Title)

ATTEST:
(Seal)

Asst. Secretary for Railroad Company

RECOMMENDED:

(Title)

APPROVED AS TO FORM:

Attorneys for Railroad Company

MISSOURI PACIFIC RAILROAD COMPANY

By:

Vice President

ATTEST:
(Seal)

Secretary

APPROVED:

Chief Engineer

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway Commission:

By:

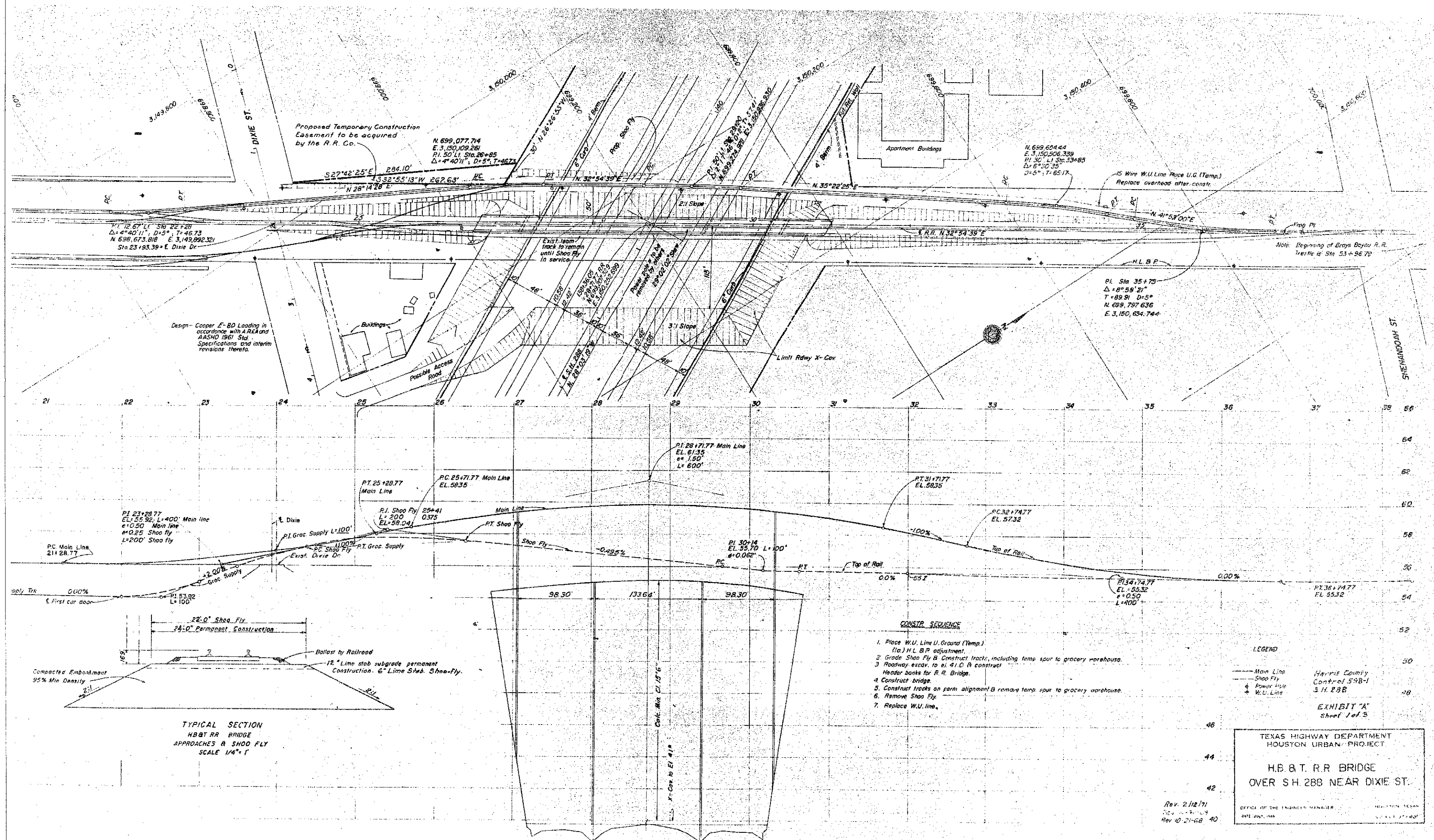
Bridge Engineer

Under authority of Highway Commission.
Minute Order No. 63933, dated July 9,
1970

RECOMMENDED FOR APPROVAL:

Chief Engineer of Highway Design

Bridge Administrative Engineer,



TICKET NUMBER 13537	COUNTY Harris	ORDERED BY James	8x11	RUN	11x18	RUN	TOTAL SHEETS	UNBOUND	MISC.	162	18
DATE FILMED 1-13-70	CONTROL 598-1	6um@13			30	Slot 30	2	AP CARDS			

